ELIAS C. ALVORD(1942) ALVORD AND ALVORD JESS LARSON
JOHN L. INGOLDSBY ELLSWORTH C. ALVORD (1964) 3209 X200 WORLD CENTER BUILDING ROBERT W. ALVORD ALBERT H. GREENE CARL C. DAVIS* CHARLES T. KAPPLER resonation and Files Poles Sixtbenth Street, N.W. JOHN H. DOYLE

WASHINGTON, D. C. JUL 3 1 1981 . 20 PM "ALVORD" CABLE ADDRESS 1981 - 2 20 PM

* NOT A MEMBER OF D.C. BAR **ALSO A MEMBER PHI PHIS AFE COMMERCE COMMISSION INTERSTATE COMMERCE CUMMISSIONA CODE 202

July 31, 1981

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Ms. Agatha L. Mergenovich JUL 3 1 1981 12 20 PM Secretary Interstate Commerce Commission INTERSTATE COMMERCE COMMISSION Washington, D.C.

Dear Madam:

Enclosed for recordation under the provisions of 49 U.S.C. §11303 and the regulations thereunder are the original and two counterparts or copies of:

RESONANTION NO.... Equipment Lease dated as of July 1, 1981 (Lease). JUL 3 1 1981 - 2 20 PM

Car Supply Agreement dated March 4, 1980 INTERSTATE COMMERCE COMMISSION (Sublease).

- Amendment No. 1 to Car Supply Agreement dated as of June 10, 1981.
- Agreement of Assignment and Assumption dated as of July 8, 1981 (Agreement).

A general description of the railroad equipment covered by the enclosed documents is as follows:

One hundred (100) 100-ton 4750 cubic foot covered hopper cars bearing identifying numbers CCLX 61001 through CCLX 61100, both inclusive.

Twenty-four (24) tank cars, 23,500 gallon nominal capacity, 100-ton roller bearing trucks, bearing identifying numbers RUSX 2601 through RUSX 2609 and RUSX 2611 through RUSX 2625, both inclusive.

Ninety (90) 100-ton 4750 cubic foot covered hopper cars bearing identifying marks TC 704

Secretary Interstate Commerce Commission July 31, 1981 Page Two

through TC 793, both inclusive.

The names and addresses of the parties to the documents are as follows:

Lease

Lessor: Wells Fargo Capital Leasing Corporation

425 California Street

San Francisco, California 94104

Lessee: United States Rail Services, Inc.

633 Battery Street

San Francisco, California 94111

Sublease as amended*

Supplier: United States Lease Financing, Inc.

(Sublessor) 633 Battery Street

San Francisco, California 94111

User: Corn Products, a Unit of

(Sublessee) CPC International Inc.

International Plaza

Englewood Cliffs, New Jersey 07632

Agreement *

Assignor: United States Lease Financing, Inc.

(Address above)

Assignee: United States Rail Services, Inc.

(Address above)

User: Corn Products, a Unit of

CPC International Inc.

(Address above)

The undersigned is authorized agent for the Lessee for the purpose of submitting the enclosed documents for recordation.

Please return the documents not needed for recordation purposes to the undersigned or to the bearer hereof.

* Covers one hundred (100) covered hopper cars, CCLX 61001 - CCLX 61100 only

Ms. Agatha L. Mergenovich Secretary Interstate Commerce Commission July 31, 1981 Page Three

Also attached is a remittance in the amount of \$120.00 covering the required recordation fees.

Very truly yours,

ALVORD AND ALVORD

By: Chuert, Kapple

Charles T. Kappler

CTK/lac Enclosures AGREEMENT OF ASSIGNMENT AND ASSUMPTAGE 3 1 1981 20 PM

INTERSTATE COMMERCE COMMISSION

This agreement dated as of July 8, 1981, is among United States Rail Services, Inc. ("Rail Services"), United States Lease Financing, Inc. ("LFI"), and Corn Products, a Unit of CPC International Inc. ("User").

RECITALS

- 1. User and LFI have entered into a Car Supply Agreement dated March 4, 1980, as amended by Amendment No. 1 to Car Supply Agreement dated as of June 10, 1981 (collectively, the "Agreement").
- 2. LFI desires to assign to Rail Services and Rail Services desires to assume all of LFI's rights, interests, obligations and liabilities under and pursuant to the Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Terms not otherwise defined in this Agreement of Assignment and Assumption shall have the meaning specified in the Agreement.
- 2. <u>Effective Date</u>. The Effective Date of this Agreement of Assignment and Assumption shall be July 8, 1981.
- 3. Assignment and Assumption. LFI hereby assigns transfers, set overs and delivers to Rail Services all of LFI's rights and interests in and under the Agreement and in the Cars subject thereto. Rail Services hereby accepts such transfer and assignment. Rail Services agrees to (a) pay all sums due and to become due under the Agreement; (b) deliver the Cars to User as provided in and subject to the Agreement; (c) perform all other obligations required to be performed by LFI in the Agreement at the times and in

the manner set forth therein; and (d) be bound by all other terms, covenants and conditions of the Agreement, all with the same force and effect as if Rail Services were originally named as the "Supplier" in the Agreement.

- 4. <u>Discharge of LFI</u>. LFI is hereby released and discharged from all its obligations and liabilities under and with respect to the Agreement.
- 5. Term "Supplier." The term "Supplier" as used in the Agreement shall be deemed to refer to United States Rail Services, Inc.
- Consent to Assignment and Assumption. Supplier hereby consents and agrees to the assignment and assumption set forth in Section 3, the discharge of LFI set forth in Section 4, and the reference change in the Agreement set forth in Section 5; provided, however, this consent and agreement shall not be deemed in any way (a) to modify, amend, waive or affect any of the provisions, covenants, terms or conditions of the Agreement except as is expressly provided for in this Agreement of Assignment and Assumption; or (b) to waive any present or future breach or default on the part of Rail Services under the Agreement. Rail Services shall remain and shall be liable and responsible for the full performance and observance of all of the provisions, covenants, terms and conditions set forth in the Agreement, to be performed thereunder as if Rail Services were originally the Supplier thereunder and any breach or violation of any provision of the Agreement, by LFI shall be deemed to be and shall constitute a breach thereof and a default thereunder by Rail Services as the Supplier.

- Construction. This Agreement of Assignment and Assumption shall be construed in connection with and as a part of the Agreement and all terms, conditions, and covenants contained in the Agreement, except as herein modified, shall be and shall remain in full force and effect.
- Headings. The headings of the sections of this Agreement of Assignment and Assumption are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.
- 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Assignment and Assumption to be executed and delivered, all as of the date first above written.

UNITED STATES LEASE FINANCING, INC.

UNITED STATES RAIL SERVICES, INC.

CORN PRODUCTS, A UNIT CPC INTERNATIONAL INC. , A UNIT OF

ACKNOWLEDGMENT FOR CORPORATION

STATE OF CALIFORNIA	, COUNTY OF	SAN FRANC	ISCO		SS:
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(Notary Plublic)			· · · · · · · · · · · · · · · · · · ·	(State)	
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NGA NGUYEN NOTARY PUBLIC — CALIFORNIA San Francisco County					
My Commission Expires Jan. 14, 1985					
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(Notarial Seal)	My Commission	Expires:	January 1	4, 1985	
OFFICIAL SEAL					

ACKNOWLEDGMENT FOR CORPORATION

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resolution of its Board			
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(Notary Publif)	· · · · · · · · · · · · · · · · · · ·	ARLENE M. NOFState)	
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